# LOT 131, THE PLANTATION, SEC. "C", PHASE 2, PLANTATION LAKES, P.U.D. (R-3), LOCATED IN SEC. 22, T-1-S, R-6-W, DESOTO CO., MS

#### ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned EQUIPRIME, INC. does hereby sell, convey, and assign to GREEN TREE SERVICING, LLC. FKA Conseco Finance Servicing Corp. FKA Green Tree Financial Servicing Corporation their Successors and/or Assigns that certain Deed of Trust executed by JAMES A COOK, JR., A MARRIED PERSON, for the use and benefit of COMMUNITY MORTGAGE CORP., which Deed of Trust is recorded in Book 904 at Page 486 and rerecorded in Book 909 at Page 571, records of the Chancery Clerk of DESOTO County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF, the said EQUIPRIME, INC. caused this conveyance to be executed by Robin D. Bryant, Authorized Agent, Green Tree Servicing, LLC FKA Conseco Finance Servicing Corp. FKA Green Tree Servicing Corporation, its Attorney in Fact, this the 14 day of June, 2004.

\*Financial

EQUIPRIME, INC.

BY: Robin D. Bryant, Authorized Agent, Green Tree Servicing,

LLC FKA Conseco Finance Servicing Corp. FKA Green Tree

Financial Servicing Corporation, Attorney in Fact for Equiprime, Inc.

STATE OF ARIZONA COUNTY OF MARICOPA

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Robin D. Bryant, Authorized Agent of Green Tree Servicing, LLC FKA Conseco Finance Servicing Corp. FKA Green Tree Financial Servicing Corporation, who acknowledges that (s) he is an Attorney in Fact of EQUIPRIME, INC. and that (s) he executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said corporation, after having first been duly authorized by said corporation, so to do. GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 14 day of June, 2004.

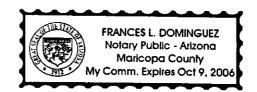
Frances L. Dominguez- NOTARY

\_10-09-2006\_

MY COMMISSION EXPIRES

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FAX NO. 18008652948

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# CORRESPONDENT MORTGAGE LOAN PURCHASE AGREEMENT

This Correspondent Mortgage, Loan Purchase Agreement ("Agreement") is made as of day of MA 2001, by and between CONSECO FINANCE SERVICING CORP., a Delaware corporation, its successors and assigns ("Conseco Finance"), with its executive offices at 1100 Landmark Towers, 345 Saint Poter Street, St. Paul, Minnesota and ("Seller"), with its principal offices at ALABAKA

WHEREAS. Seller is engaged in the business of acquiring and making direct consumer loans secured by snortgages on residential real property; and

WHEREAS, Seller desires to sell from time to time such consumer loans generated or acquired by it as aforosaid to Conseco Pinanco, and Conseco Finance is willing to consider the

NOW, THEREFORE, in consideration of the terms and conditions stated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Conseco Finance and Seller agree as follows:

### SECTION 1. DEFINITIONS

Whenever used in this Agreement, the following words shall, unless the context otherwise requires, have the following meanings:

"Agreement" means this Mortgage Loan Purchase Agreement as the same may be amended and supplemented from time to time. The passing agree that this Agreement shall govern the relationship of the parties for all future purchases of Morigage Loans from Sellor by Conseco

"Assignment of Mortgage" means an assignment of the Mortgage, notice of transfer, or equivalent document sufficient under the laws of the jurisdiction wherein the Mortgaged Property is located to reflect of record the sale and assignment to Conseco Finance of all of Seller's right, title and interest in and to the related Mortgage.

"Mongage" means the montgage, deed of must, deed to secure debt or such other instrument securing a Mongage Note which creates a lien on Mongaged Property.

"Mortgage Loan" means a direct consumer loan secured by a valid first or second Mortange, as applicable, on improved real estate which is sold by Seller and purchased by Conseco Finance hereignder, together with any and all rights, benefits, collateral, payments, recoveries, proceeds and obligations arising therefrom or in connection therewith.

"Mortgage Lean Pile" shall mean the original or certified copies of all of the agreements, continentes, logal opinions, or other documents evidencing, or related to, the origination and survicing of a Mostgage Loan, a shall include, but not be limited to, the original Mongage Note endorsed by Seller, original Mongage, original Assignment of Mongage, original mongagee title insurance policy, the originals of all intervening assignments of mortgage with evidence of recording thereon, original appraisals, original consumer loan disclosures,

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Section 8.09. Captions. Cuptions used in this Agreement are for convenient reference only and shall not be construed as limiting or defining the substantial content of this Agreement.

Notices. Except as otherwise provided in this Agreement, all notices, demands and other communications hereunder shall be in writing and shall be delivered personally or sent by facsimile, other electronic means or nationally recognized overnight courier service addressed to the party to whom such notice or other communication is to be given or made at such party's address as set forth below, or to such other address as such party may designate in writing to the other party from time to time in accordance with the provisions hereof, and shall be deemed given when personally delivered, when sent electronically or one (1) business day after being cent by evernight courier,

To Consco Financo:

MAY-15-00 MON 10:40 AH CONSECO

Conseco Finance Servicing Corp. 1300 Landmark Towers 345 Saint Peter Street St. Paul, Minnesota 55102 Attention: Mark Shepherd Facsimile: 651.265.7317

Jeff Allen

With copies to:

Conseco Finance Servicing Corp. 1100 Landmark Towers 345 Saint Peter Street St. Paul, Minnesota 55102 Attention: Brian Corey, Esq. Facrimile: 651.293,5746

To Seller.

With copies to:

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Jeff Allen MAY-15-00 MON 10:38 AM

CONSECO

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of, or resulting from (1) any representation or warranty made under this Agreement being untrue or incorrect in any respect, or (2) any failure by Seller to observe or perform any of its obligations, covenants and undertakings as set forth in this Agreement.

Limitation on Remuchase Obligation. Before demanding that Seller Section 5 05 repurchase a Mortgage Loan pursuant to this Section 5, Conseco Finance shall give Seller 10 days in which to resolve any dispute or claim, or cure any breach of representation, warranty or covenant, which is the basis for the repurchase obligation; provided, however, that Conseco Finance may demand immediate repurchase of any Morigage Loan that is or becomes the subject of a litigation or arbitration proceeding.

Section 5.06. Specific Indemnity Pravision. Without limiting the generality of the foregoing, it is specifically understood and agreed that, in the event any claim, demand, counterclaim or defense is made against Conseco Finance or any Mortgage Loan relating to the origination practices of Seller in the paying of "yield spread premiums," "overages" or "servicing release premiums" in violation of the Real Estate Settlement Procedures Act or any other relevant federal, state, or local law or regulation, Seller shall indentnify Conseco Finance and hold it hamiless against any losses, damages, penalties, fines, forfeitures, reasonable and necessary legal expenses and related costs, and other costs and expenses arising out of or resulting from such claim, demand, counterclaim or defense.

### SECTION 6 POWER OF ATTORNEY AND OTHER DOCUMENTS

Section 6.01. Seller hereby constitutes and appoints Conseco Finance, and any officer, employed, or agent thereof, the true and lawful attorney in fact of the Seller with full power of substitution, in the name and stead of the Seller, but on behalf of and for the benefit of Conseco Finance, to do any and all of the following:

- To endorse the name of the Seller upon all notes, instruments, checks, powers and other forms of exchange received in payment on any of the Mortgage Loans.
- To demand, collect and receive any and all of the Mortgage Loans, to enforce any rights in respect thereof, to give receipts and release for and in respect of the same, and to do all acts necessary to perfect in Conseco Finance's name any liens or security interests in real or personal property held as security for the Mongage Loans by the Seller.
- To execute any instruments or documents and do all things which are reasonably necessary and advisable to carry into effect the provisions of this Agreement, including the execution of suparate endorsements, assignments and powers of attorney.

Seller shall upon the request of Conseco Finance, execute and deliver to Conseco Finance any instruments or documents and do all things which are reasonably necessary and advisable to carry into effect the provisions of this Agreement, including the execution of separate endorsements, assignments and powers of altomey.

## SECTION 7. NO WAIVER SURVIVAL AND ASSIGNMENT.

Survival All of Seller's representations, warranties and covenants under this Agreement, and the Seller's obligations under the Reputchase Obligation, Premium

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Section 8.11. Multiple Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which counterparts shall be deemed an original, and together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Conseco Finance and Seller have executed this Agreement as of the date first above written.

CONSECO FINANCE SERVICING CORP. ("Conseco Finance")

By:

("Seller")

May 24 00 05:59a

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[Optional]

Addendum for servicing transfer procedures

This Addendum is being entered into by the parties hereto to set forth the procedures to effect the transfer of servicing for the Mortgage Loans being sold, servicing released, by Seller to Conseca Finance pursuant to the Purchase Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

- A. Servicing Transfer Date. The servicing of the Mortgage Loans shall be transferred/from Seller to Conseco Finance as of the close of business on the day following the date of purchase of the Mortgage Loan (the Servicing Transfer Date").
- Notice to Borrowers. At least 15 days prior to the Servicing Transfer Date, Seller shall prepare and send via U.S. mail a servicing transfer notice to each Obligor that advises such Obligor of the transfer to Consece Finance of the servicing for the related Mortgage Loan. With respect to each Mortgage Loan that is secured by a Mortgage having a first lien priority, Seller shall prepare such servicing transfer notice in conformance with the requirements of the federal Real Estate Settlement Procedures Act and implementing Regulation X. With respect to each Mortgage Loan that is secured by a Mortgage having a second or third priority, Seller shall prepare a "goodbye" letter acceptable to Consece Finance. In the notice or letter, Seller shall identify the transferce name for Consece Finance in each of the relevant states as follows:

C. Loan Data Tape and Loan Files. On the second business day following the Servicing Transfer Date, Suller shall prepare a computer tape in the file format acceptable to Conseco Finance which includes Suller's loan data fields for each Mortgage Loan and that sets forth all of Suller's servicing information for each Mortgage Loan as of the Survicing Transfer Date. Suller shall deliver such Loan Data Tape to Conseco Finance via overnight courier, morning delivery, on the third business day following the Servicing Transfer Date. Upon Conseco Finance's request, Suller shall make the survice enters to send the information on

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("Seller")

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H. Multiple Countemparts. This Agreement may be executed in any number of multiple counterparts, each of which counterparts shall be deemed an original, and together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Consceo Finance and Seller have executed this Addendum as of the date first above written.

CONSECO FINANCE SERVICING CORP. (\*Conseco Finance\*)

By: X 10

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